

**OSTER RESEARCHING SERVICES**

12897 Colonial Drive  
Mt. Airy, Maryland 21771  
(301) 253-6040  
maryannoster@comcast.net

RECORDATION NO. 24942 <sup>A</sup> FILED

NOV 30 '11 -6 56 AM

November 29, 2011

**SURFACE TRANSPORTATION BOARD**

Chief, Section of Administration  
Office of Proceedings  
Surface Transportation Board  
395 E Street, SW  
Washington, D.C. 20423

Dear Section Chief:

Enclosed for recordation with the Surface Transportation Board pursuant to Section 11301 of Title 49 of the U.S. Code is the following document:

Amendment to Commercial Security Agreement dated 11/22/11


Lender: Bank of Blue Valley  
Overland Park Branch  
11935 Riley  
Overland Park, KS 66213

Borrower: Rail Logistics, L.C.  
6600 College Boulevard, Suite 310  
Overland Park, KS 66211

Equipment: **Restatement of Schedule A**  
12, Covered Hoppers  
Currently: RRLX 7202-7243, NI  
Previously: DJTX 51302-51348, NI

Please file this agreement as a secondary document to STB Recordation #24942. The filing fee of \$41 is enclosed. Thank you.

Sincerely,



Mary Ann Oster  
Research Consultant

NOV 30 '11 -6 56 AM

## SURFACE TRANSPORTATION BOARD

## AMENDMENT TO COMMERCIAL SECURITY AGREEMENT

THIS AMENDMENT TO COMMERCIAL SECURITY AGREEMENT (this "Amendment"), is dated effective as of November 22, 2011 (the "Effective Date"), and is executed by and between RAIL LOGISTICS, L.C. (the "Borrower") and BANK OF BLUE VALLEY (together with its successors and assigns, "Lender").

RECITALS

WHEREAS, Borrower and Lender entered into a certain Commercial Security Agreement dated effective May 6, 2004 (the "Security Agreement"; capitalized terms used herein without definition shall have the meanings assigned in the Security Agreement) and the other loan documents described in the Security Agreement, pursuant to which Borrower has obtained certain credit from Lender;

WHEREAS, the Security Agreement secures, without limitation, all obligations, debts, and liabilities from time to time, together with interest thereon, of Borrower to Lender, and

WHEREAS, pursuant to the Security Agreement, Borrower granted to Lender a first priority security interest in and to forty-six (46) certain covered hopper railcars (the "Railcars"), as more particularly described in the Security Agreement; and

WHEREAS, twelve (12) Railcars remain encumbered by the Security Agreement; and

WHEREAS, the identifying marks and numbers of the Railcars has changed; and

WHEREAS, Borrower has requested that Lender amend the Security Agreement to reflect the current identifying marks and numbers of the remaining Railcars.

AGREEMENTS

NOW THEREFORE, in consideration of the mutual agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Railcars Schedule A attached to the Security Agreement is hereby deleted in its entirety and inserted in lieu thereof is the Schedule A attached hereto.

2. Loan Documents The Security Agreement and each of the other loan document evidencing Borrower's debts, obligations and liabilities secured thereby, as amended hereby (collectively, the "Loan Documents"), are ratified and confirmed in all respects. In the event of any conflict or inconsistency between this Amendment and the Loan Documents, the applicable provisions of this Amendment shall control.

3. Miscellaneous. Paragraph headings are for convenience of reference only and shall not be considered in interpreting this Amendment. If a court finds any provision of this

Amendment to be unenforceable, such provision shall be severed herefrom and the other provisions shall remain in full force and effect.

4. **Further Assurances.** Borrower agrees to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be necessary or desirable to fully carry out this Amendment and to fully consummate and effect the amendment contemplated hereby.

5. **Counterparts: Execution Via Facsimile.** This Amendment may be executed in counterparts, each of which shall be deemed an original and both of which, taken together, shall constitute a single instrument. This Amendment may be validly executed and delivered by facsimile or other electronic transmission.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the internal laws of the State of Kansas.

[signature pages follow]

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered as of the date set forth above.

**BORROWER:**

**RAIL LOGISTICS, L.C.**

By: Michael S. Lerner

Name: Michael S. Lerner

Title: Managing Member

STATE OF Kansas )

COUNTY OF Johnson )

ss.

I, KATHY J. ULM, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Michael S. Lerner, the Managing Member of Rail Logistics, L.C., personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Michael S. Lerner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23 day of November, 2011.

KATHY J. ULM  
Notary Public

My Commission Expires: 9-30-14

KATHY J. ULM  
Notary Public - State of Kansas  
My Appt. Expires 9-30-14

LENDER:

BANK OF BLUE VALLEY

By: Bruce McCune  
Name: Bruce McCune  
Title: Vice President

STATE OF Kansas )  
COUNTY OF Johnson ) ss.

I, KATHY J ULM, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Bruce McCune, the Vice President of Bank of Blue Valley, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Bruce McCune, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said bank for the uses and purposes therein set forth

Given under my hand and notarial seal this 23 day of November, 2011.

Kathy J. Ulm  
Notary Public

My Commission Expires: 9-30-14

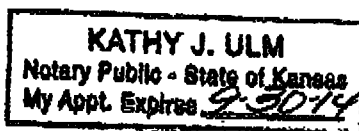


EXHIBIT A

Prior Railcar Mark and Number	Existing Railcar Mark and Number
DJTX0000051302	RRLX007202
DJTX0000051303	RRLX007203
DJTX0000051304	RRLX007204
DJTX0000051307	RRLX007206
DJTX0000051310	RRLX007209
DJTX0000051312	RRLX007211
DJTX0000051322	RRLX007221
DJTX0000051333	RRLX007230
DJTX0000051334	RRLX007231
DJTX0000051338	RRLX007235
DJTX0000051341	RRLX007238
DJTX0000051348	RRLX007243

*Blm*  
*me*